

RESOLUTION NO. 2009- 93

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF THE ST. AUGUSTINE 450 CORPORATION TO LEASE SPACE FROM ST. JOHNS COUNTY FOR STOCK PILING TIMBER FOR THE CONSTRUCTION OF A SHIP REPLICA FOR THE 450<sup>TH</sup> ANNIVERSARY OF ST. AUGUSTINE, FLORIDA AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID LEASE.**

**RECITALS**

**WHEREAS**, THE ST. AUGUSTINE 450 CORPORATION, has executed a Lease for a site to stock pile timber for the construction of a ship replica for the 450 Anniversary of St. Augustine, Florida which is attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Historic Resources Review Board voted unanimously to support this project in assisting locating a suitable site for the planned activities to build an historically accurate ship replica, the letter of support is attached hereto as Exhibit "B", incorporated by reference and made a part hereof ; and

**WHEREAS**, it is in the best interest of the County to accept this lease to benefit this historical event of the 450 Anniversary of St. Augustine for the citizens of St. Johns County.

**NOW, THEREFORE BE IN RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

**Section 1.** The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners accepts the Lease Agreement and authorizes the County Administrator to execute Lease.

**Section 3.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

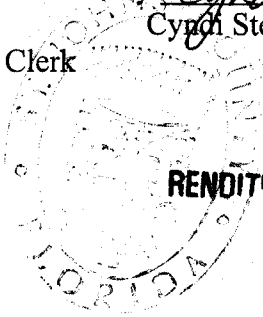
**Section 4.** The Clerk of the Courts is instructed to record the Lease Agreement in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED**, this 21<sup>st</sup> day of April, 2009.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By: Cyndi Stevenson  
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk  
By: Pam Halterman  
Deputy Clerk



RECORDING DATE 4/27/09

**LEASE**

**THIS LEASE**, made and executed by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as Landlord, ("Landlord"), and **THE ST. AUGUSTINE 450 CORPORATION**, whose address is 57 Fullerwood Drive, St. Augustine, Florida 32084, hereinafter referred to as Tenant ("Tenant").

**IN CONSIDERATION** of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the described Premises, Other Areas and Common Areas, all in the manner and pursuant to the terms and conditions described herein,

**ARTICLE 1  
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Basic Lease Provisions and Exhibits

(A) DATE OF LEASE: \_\_\_\_\_

(B) NAME and ADDRESS OF LANDLORD:

St. Johns County, Florida, a political subdivision of the State of Florida  
c/o Real Estate Division  
500 San Sebastian View  
St. Augustine, Florida 32084

(C) NAME OF TENANT and ADDRESS OF TENANT:

The St. Augustine 450 Corporation  
57 Fullerwood Drive  
St. Augustine, Florida 32084

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively for a timber storage stockpile related to the construction of the Spanish replica vessel to be completed for the St. Augustine's 450th Anniversary.

Section 1.03: THE PREMISES.

Landlord hereby leases to Tenant that certain property situate on Pacific Blvd, St. Augustine, County of St. Johns and State of Florida, more particularly described on Exhibit "A" attached hereto and by reference made a part hereof, together with all appurtenances thereto and improvements located on the Premises from time to time during the term of the Lease. Said Premises consists of fenced in vacant site.

Section 1.04: COMMENCEMENT DATE.

The Lease Term begins on the first day of \_\_\_\_\_.

Section 1.05: SCHEDULED LEASE TERM.

The term of this Lease shall be for an initial term of Eight (8) years commencing \_\_\_\_\_, 2009 and ending on \_\_\_\_\_, 2017 (the "Initial Term"), and, at Tenant's option, for two (2) additional terms of one (1) year each on the same terms and conditions as the Initial Term (the "Additional Term(s)"). Tenant shall give Landlord written notice of its election to extend the Lease at least six (6) months prior to the commencement of the Additional Term(s) (the Initial Term and Additional Term(s) are collectively hereinafter referred to as the "Demised Term").

Section 1.06: CONDITION OF PREMISES.

The Tenant will take possession of the Premises in its as is condition. Any further improvements required for the Tenant's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Tenant's sole expense.

Section 1.07: RENT.

The rental due hereunder for the Initial Term shall be the sum of \$1.00, to be payable in advance on execution of the Lease. Rent for the Additional Term(s) shall be \$1.00 per term and shall be paid in advance on the first day of the Additional Term(s). See also Article 3 hereof.

Section 1.08: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the property in fee simple title and has full authority to enter into this Lease.

**ARTICLE 2  
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT**

Section 2.01: DEMISE.

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises and Tenant hereby rents same all in the manner and under the conditions set forth in this Lease.

Section 2.02: QUIET ENJOYMENT.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, the Other Areas and may use and enjoy the Common Areas throughout the Lease term without interference by Landlord.

**ARTICLE 3  
TENANT'S OBLIGATION TO PAY RENT**

Section 3.01: OBLIGATION TO PAY RENT.

Notwithstanding any other section of this Lease, the Tenant's obligation to pay Rent and to make payments to Landlord under this Lease is limited solely and only to

payment from the funds of the Tenant described in the following covenant and solely and only in the manner and to the extent described in this Article and in such covenant.

Section 3.02: COVENANT TO BUDGET.

The Tenant covenants and agrees to appropriate in its annual Maintenance Department budget for payment on the Lease Agreement.

**ARTICLE 4  
UTILITIES**

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.

Tenant shall contract and pay for all electrical and telephone utilities used or consumed in the Premises; provided that Landlord shall first furnish the meters or other devices necessary to determine the amount of use or consumption within the Premises. Landlord shall provide all necessary and appropriate water, sewage and solid waste removal. The Landlord will provide at its cost a separate water meter for the Premises, and the Tenant shall pay the water and sewer fees.

**ARTICLE 5  
MAINTENANCE. OPERATION AND REPAIR**

Section 5.01: MAINTENANCE BY LANDLORD.

Landlord shall maintain, repair and keep supporting walls, foundations, roof, sprinkler systems, if any, mechanical systems, electrical systems, plumbing systems, parking areas, landscaping, gutters, downspouts and all other improvements in good repair. Landlord, however, shall have no duty to make any repairs within the Premises resulting from

- (a) any alterations, modifications or improvements made by or on behalf of Tenant;
- (b) the installation of Tenant's property, fixtures, (trade or otherwise), equipment or inventory;
- (c) Tenant's use or occupancy of the Premises in violation of this Lease or in a manner not consistent herewith; or
- (d) the acts or omissions of Tenant, its employees, agents, contractors, subtenants, invitees, licensees or customers.
- (e) Landlord shall maintain and provide cleanup of all parking lots and maintain any Flood lights on the premises.

Section 5.02: MAINTENANCE BY TENANT.

Except for Landlord's maintenance responsibilities as provided in Section 5.01, Tenant, at Tenant's expense, shall keep the Premises, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. If Tenant fails to do so, Landlord, after notice, may perform these duties, and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days request.

Section 5.03: SIGNS AWNINGS AND CANOPIES.

Tenant shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

Section 5.04: LIENS.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 5.05: SURRENDER OF PREMISES.

Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

**ARTICLE 6  
INSURANCE**

Section 6.01: TENANT'S COVERAGE.

Tenant shall be responsible for insuring its personal property on the Premises and will maintain, at its expense, commercial general liability insurance for the Premises, Other Areas and/or Common Areas. Landlord shall not be responsible for any loss or damage for injury to Tenant or to any and all persons or property, or death, or for any damage to the Premises, arising from or caused by Tenant's use and occupancy of the Premises, and Tenant shall indemnify and hold Landlord harmless from all liability for injury and loss to Tenant, or to any and all persons or property, or death, or for any loss or damage to the Premises arising from or caused by Tenant's use and occupancy of the Premises, to the extent permitted by law. Tenant will, for the entire term of this Lease, maintain for its benefit and the benefit of Landlord as a named additional insured, at Tenant's cost and expense, coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage certificate of insurance naming St. Johns County Board of County Commissioner, 500 San Sebastian View, St. Augustine, FL 32084 as an additional insured thereunder shall promptly be furnished to Landlord for the duration of the lease. Requirement of Hazard and Flood Insurance. If required, Tenant will, for the entire term of this Lease and at Tenant's cost and expense, maintain for its benefit and the benefit of Landlord, hazard and flood insurance on the buildings and all improvements on the Premises in an amount not less than the full replacement value of such improvements. All insurance policies required by this paragraph shall insure the interests of the Landlord as a named additional insured and shall be obtained and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken and each such policy shall contain a provision that it may not be cancelled by the insurer except upon at least thirty (30) days prior written notice to Landlord. The term "Full Replacement Value" as used in this paragraph shall mean the actual replacement cost from time to time of the buildings and improvements located on the Premises. Tenant is required to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit. Tenant is also required to

carry business auto liability coverage with minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for: Owned autos, hired autos, and non-owned autos.

Section 6.02: LANDLORD'S COVERAGE.

Landlord shall maintain adequate liability and property insurance covering the building, if such exists. Tenant shall be named as additional insured on the county's liability policies, but only for the Landlord's negligence. Nothing listed herein is intended to change, modify or waive the sovereign immunity provisions as outlined in section 768.28 of the Florida Statutes.

Section 6.03: CERTIFICATES OF INSURANCE.

Tenant shall produce to landlord Certificates of insurance naming St. Johns County Board of County Commissioners 500 San Sebastian View St. Augustine, Fl 32084, as an additional insured. Landlord shall produce to tenant a certificate to certify the liability coverage.

Section 6.04: Alcohol on County Premises.

Alcohol is only permitted in or on County premises with prior written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50.

**ARTICLE 7  
DAMAGE AND DESTRUCTION**

Section 7.01: FIRE, EXPLOSION OR OTHER CASUALTY.

Tenant shall immediately give notice to Landlord of any damage to the Premises or Other Areas if the Premises are damaged by fire, explosion, wind, water or other casualty (" Occurrence"). To the extent that the cost of repairing the damages is less than fifty (50%) percent of the cost of completely replacing the Premises, the damage shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. If an occurrence causes damage and (i) the Premises are damaged to the extent that the cost of repairing the damage is fifty (50%) percent or more of the cost of completely replacing the Premises, or (ii) the building of which the Premises are a part is damaged to the extent that the cost of repairing the damage is twenty- five (25%) percent or more of the cost of completely replacing the building, or (iii) the buildings, taken in the aggregate shall be damaged to the extent that the cost of their repair is more than twenty-five (25%) percent of the cost of their complete replacement, Landlord, at its election, either promptly shall repair or rebuild the Premises and the buildings, or shall terminate this Lease by written notice to Tenant within ninety (90) days after the Occurrence. If the Occurrence renders twenty-five percent (25%) or less of the Premises untenantable and Tenant elects to utilize the portion not rendered

untenantable during Landlord's repairs, a proportionate abatement of the rent shall be allowed from the Occurrence Date until the date Landlord completes its repair and restoration. Said proportion shall be computed on the basis of the relation which the gross square footage of the untenantable Premises space bears to the interior floor area of the Premises. If more than twenty five (25%) percent of the premises is rendered untenantable, or if Tenant elects not to utilize the Premises for its intended purpose during the Landlord's repairs, then, if and until Landlord restores the premises to the condition it was in on the Commencement Date, the Tenant's obligation to pay Rent shall cease from the date of the Occurrence until full repair and restoration. In the event Landlord fails to notify Tenant within 30 days after the Occurrence of the Landlord's election to either repair all damages required to be repaired by Landlord or to terminate this Lease, or in the event that the Landlord's repairs take more than 120 days from the date of notification to complete, the Tenant, at its option, may unilaterally terminate this Lease. In the event this Lease is terminated pursuant to this Article 7, the Tenant shall not be obligated to make any monthly Rental installment payments subsequent to the date of the Occurrence and all obligations to pay Rent that would have accrued subsequent to such date shall cease.

Section 7.02: LANDLORD'S WORK.

Upon an Occurrence, Landlord need only make such repairs as are necessary to place the damaged portions of the property in the same condition as when possession of the Premises was initially delivered to Tenant.

**ARTICLE 8  
DEFAULT AND REMEDIES**

Section 8.01: TENANT'S DEFAULT.

If Tenant fails to:

- (i) Pay all or any monthly installments of the Rent or any other sum due to the Landlord from Tenant hereunder within 30 days after Landlord notifies Tenant that such sum is past due;
- (ii) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord;
- (iii) Take appropriate action within ten (10) days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the non payment terms covenants and conditions hereof; or
- (iv) Conform to the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) days following receipt of written notice from the Landlord; then, the Tenant shall be in default. Upon such default, the Landlord may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Tenant shall be responsible for the reasonable expenses incurred by termination occasioned by Tenant's default, and the Tenant shall pay remainder of the Lease Term; provided, however, that the amounts reduced by the amount of rents, if any, received from replacement all such payments all obligations of Tenant to Landlord under this Lease shall cease. Landlord shall use its best efforts to promptly obtain replacement tenants at a fair rental.

Section 8.02: LANDLORD'S DEFAULT.

If Landlord fails to:

(i) Take appropriate action within ten (10) days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions hereof; or

(ii) Conform to the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within fifteen (15) days following receipt of written notice from Tenant; then, Landlord shall be in default.

Upon such default, the Tenant may terminate this Lease; the Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant. In addition, upon such termination occasioned by Landlord's default and upon vacation of the Premises by the Tenant, the Landlord shall pay the Tenant as damages to difference between the rents required to obtain replacement premises during the remainder of the Lease Term if such replacement rents are higher than the rents herein. Upon tender of all such payments, all obligations of Landlord to Tenant under this Lease shall cease.

Section 8.03: TERMINATION OF LEASE.

If the County/Landlord, at its sole discretion, determines at any time that the Property has become unsuitable for the intended use, or that there are other circumstances that negatively affect the lease of subject property, then County/Landlord shall give 90 days written notice to Tenant advising of such unsuitability and electing to terminate this Lease at the end of said 90-day period.

**ARTICLE 9  
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 9.01: COVENANT NOT TO ASSIGN OR SUBLET WITHOUT CONSENT.

Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a transportation operation and maintenance facility and prior approval from Landlord, which will not be unreasonably denied.

**ARTICLE 10  
HAZARDOUS SUBSTANCES**

Section 10.01: HAZARDOUS SUBSTANCES.

(a) Neither Tenant, nor any permitted assignee, subtenant, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.

(b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time



("CERCLA "); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal or Florida law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

**ARTICLE 11  
MISCELLANEOUS**

Section 11.01: SEVERABILITY.

In the event any provision of the Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 11.02 EXECUTION IN COUNTERPARTS.

This Lease may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 11.03 CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

**ARTICLE 12  
RADON GAS**

Section 12.01 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease under Seal as of the day and year first above written.

Linda J. White  
Witness

Print: Linda J. White

Laurie Ford  
Witness

Print: Laurie Ford

**Tenant:  
THE ST. AUGUSTINE 450 CORPORATION**

By:   
George Gardner, President

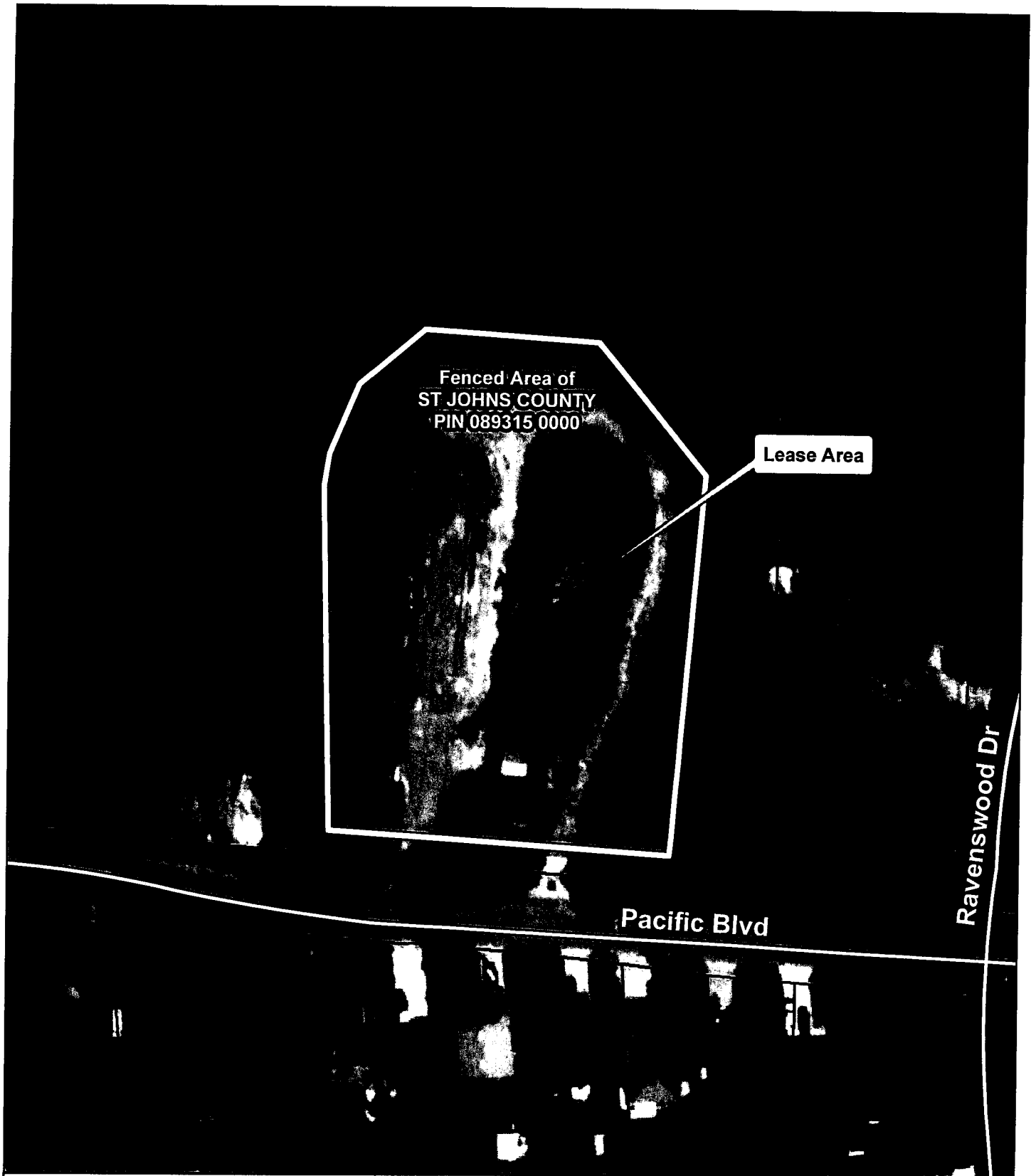
\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

**Landlord:**  
**ST. JOHNS COUNTY, FLORIDA**, a  
political subdivision of the State of Florida

BY: \_\_\_\_\_  
Michael D. Wanchick  
Its County Administrator

# Exhibit "A" to Lease Agreement



St. Johns County  
Real Estate Division  
(904) 209-0794  
December 17, 2008

**Lease Area**  
**The 450<sup>th</sup> Corps, Inc.**

0 20 40 80 120 Feet

2008 Aerial Imagery

DISCLAIMER  
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.



**ST. JOHNS COUNTY, FLORIDA**  
*Board of County Commissioners*

*Historic Resources Review Board*

4040 Lewis Speedway  
St. Augustine, FL  
32084



PHONE (904) 209-0623  
FAX (904) 209-0624

September 16, 2008

Mr. Samuel Turner, Ph.D.  
450 Corps  
81 Lighthouse Ave  
St. Augustine, FL 32080

Dear Sam:

It would be fair to say that the members of the St. Johns County Historic Resources Review Board were very excited about your proposal to find a wood lot for your milling and charcoal preparation activities, and the connection of both to the construction of a replica ship from the 1500's time period. It is clear from our discussion at the board meeting that the members not only see the opportunities offered by your program, but also can identify other future possibilities that might flow out of it, all with long term benefits for the community.

The Board voted unanimously to support your project as presented to us. Also, insofar as it is within our purview, we will work with county staff and yourself to help locate a suitable site for your planned activities.

As your program progresses, please keep the HRRB informed of your activities. If we can be of assistance to you, please contact myself or Robin Moore. I can be reached at 904/449-1376 or via e-mail at [donreis@hotmail.com](mailto:donreis@hotmail.com)

Sincerely,

A handwritten signature in dark ink, appearing to read "Donald Reis", is written over a horizontal line.

Donald Reis  
Chairman  
Historic Resources Review Board

cc. Michael Wanchick, County Administrator  
Cyndi Stevenson, County Commissioner

September 5, 2008

Historic Resources Review Board  
St. Johns County, Florida

Dear Board Members;

The 450 Corps is a 501 (c)3, not for profit citizen organization formed to begin planning for the 450th Anniversary of St. Augustine's founding in 2015. Among the numerous projects being discussed seriously in committee is the intention to build an archaeologically informed, historically accurate ship replica. The kind of vessel to be built is still under consideration but likely will include something representative of a Spanish vessel from around the period of the founding of the City in 1565.

In order to facilitate such a project and keep costs down to a minimum it has been determined that the 450 Corps needs to establish a wood lot where timber logs salvaged from developers or lost to tropical storms can be recycled into invaluable ship building timber. This woodlot needs to be between two and five acres in size. It will be used to store logs in the rough in preparation for milling with a portable sawmill.

This lot will also be used to mill the trunks into slabs, planks, and beams that will in turn be stacked and cured on site in preparation for use in ship and boat construction. Scraps and off-cuts, a byproduct of the milling process, will be burned to produce charcoal that in turn will be used in blacksmith forges producing iron ship and boat hardware such as nails, bolts, and rudder mountings in support of this project.

The wood lot would also be utilized to support and partner with other organizations that have unusual lumber requirements. The woodlot would be used to support the wood requirements for the LAMP Boatworks at the St. Augustine Lighthouse & Museum. This program dedicated to keeping alive traditional wooden boatbuilding techniques has been running for two years and has finished a number of builds. Appropriate timber could also be produced and cured for the organization that will soon be restoring historic buildings in downtown St. Augustine in collaboration with the University of Florida.

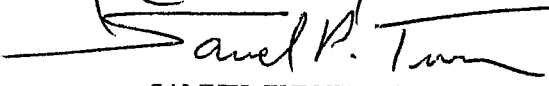
On behalf of the 450 Corps, we the undersigned respectfully request that the County make available an appropriate two to five acre plot of County owned land for the above cited purposes.


Very Respectfully Yours,

  
GEORGE GARDNER


  
SUSAN PARKER, Ph.D.

  
DAVIS WALKER, B.A.

  
SAMUEL TURNER, Ph.D.

  
ANTOINETTE WALLACE, M.A.

  
MARK SCHMITT, C.PED.

  
MAURY KEISER, LTC, USA (RET)



St. Augustine 450<sup>th</sup> Corporation  
c/o Gardner, 57 Fullerwood Drive, St. Augustine FL 32084  
904-825-3648 [gardner@aug.com](mailto:gardner@aug.com)

March 17, 2009

Linda J. White  
Real Estate Coordinator  
St. Johns County  
Land Management Systems, Real Estate Division  
500 San Sebastian View  
St. Augustine, FL. 32084

**Ref: Ravenswood Woodlot Lease to St. Augustine 450<sup>th</sup> Corporation**

Dear Linda:

This letter will assure you that the St. Augustine 450<sup>th</sup> Corporation and its insurer, Herbie Wiles Insurance, understand that the proposed use of the Ravenswood property will be strictly limited to storage of timber for use in projects off-site.

The property will absolutely not be used for any type of construction.

Please notify me if any further information is needed.

With best regards,

George Gardner, Chairman  
St. Augustine 450<sup>th</sup> Corporation